

CONFIDENTIAL**Fast Track Offer Letter (Renewal) – Cover Sheet****Name of Provider:** Andrew Porges, MD**Primary Department:** Department of Medicine**Faculty Appointment:** Clinical Assistant Professor**Eff. Date:** November 1, 2020**Employment Status:** Full Time**Three (3) year renewal.****Compensation:**

MISSION	% EFFORT	COMPENSATION
Clinical	90%	\$358,000
Education Leadership	0%	\$
Research	0%	\$
Administration/Leadership	10%	\$42,000
<i>Medical Director , NYU Langone Ambulatory Care – Lake Success</i>		
TOTAL EFFORT:	100%	\$400,000

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December 8, 2020

Andrew Porges, MD

Redacted

RE: Renewal and Amendment of Employment Agreement

Dear Dr. Porges:

On behalf of our colleagues at NYU Grossman School of Medicine, an administrative division of New York University and a component of NYU Langone Health, an academic medical center comprised of the NYU Grossman School of Medicine, NYU Long Island School of Medicine, and NYU Langone Hospitals (**collectively referred to as “NYU” or “NYU Langone Health”**), it gives us great pleasure to offer you a renewal of employment.

Your renewed employment with NYU Grossman School of Medicine will be governed by your offer letter and employment agreement dated August 11, 2014, as amended on April 3, 2017 and March 20, 2018 (**collectively, the “Agreement”**) with the exception of the amended terms to your **Schedule A**, which are set forth below, including the cessation of your administrative role as Clinical Director of Ambulatory Rheumatology in Long Island.

1. Renewal Term:

- a) Effective Date: Your employment predates this agreement; the modified terms set forth herein were effective on **November 1, 2020 (“Effective Date”)**.
- b) Term: Your renewed employment shall be for a term of **three (3) years** following the Effective Date (“Renewal Term”). Unless this agreement is explicitly renewed in writing, if you continue to provide services following the expiration of this agreement, you will become an employee at-will.
- c) Termination by Physician: In the event you elect to terminate your employment with NYU at any time, you must provide NYU with one hundred and twenty (120) days’ advance written notice. Your obligations under this provision shall survive the expiration of this agreement and shall apply during the term of this agreement and any renewal or extension thereof, as well as if you become an employee at-will.

D000876

CONFIDENTIAL

Andrew Porges, MD
 December 8, 2020
 Page 2 of 6

CONFIDENTIAL

- d) Termination for Cause: Your employment, faculty appointment, and this agreement may be terminated by NYU for Cause, or, in the case of a tenured faculty member for “Adequate Cause,” which as defined in the NYU Faculty Handbook means one or more of the following: incompetent or inefficient service; neglect of duty; repeated and willful disregard of the rules of academic freedom; physical or mental incapacity; or any other conduct of a character seriously prejudicial to his or her teaching or research or to the welfare of the University, or in accordance with the NYU Grossman School of Medicine Guidelines for Faculty Appointment Not On The Tenure Track. NYU has determined that the following are instances of Cause and of “conduct of a character seriously prejudicial to a faculty member’s teaching or research or to the welfare of the University.”
- An intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of your employment with NYU Grossman School of Medicine;
 - Intentional breach of any NYU Langone Health or NYU Grossman School of Medicine policy or Code of Conduct;
 - Intentional disclosure of NYU Langone Health’s or its patient’s confidential information contrary to NYU Langone Health’s policies;
 - Breach of your obligations under this agreement; including but not limited to the loss or suspension of your license to practice medicine in the State of New York, your exclusion from Medicare, Medicaid or any successor program, loss or resignation of your faculty appointment, loss or resignation of your NYU Langone Hospitals medical staff privileges, your failure to qualify for malpractice insurance, or your repeated failure to maintain accurate, timely, and complete documentation of all clinical services rendered to NYU Langone Health patients¹;
 - Failure to maintain eligibility for credentialing and to remain in good standing with any managed care plans that NYU has or will have contracts with during the course of your employment, or your suspension, termination, or exclusion from any such plans;
 - Intentional violation of NYU Langone Health’s conflict of interests policies, which includes intentional engagement in any competitive activity without prior review and approval;
 - The willful and continued failure to substantially perform your duties for NYU Langone Health (other than as a result of incapacity due to physical or mental illness);
 - A reasonable determination by NYU Langone Health that continuation of your employment would pose a serious threat to the health, safety or welfare of NYU Langone Health patients, staff or visitors; or

¹ For purposes of this sub-division, “timely” shall mean all patient records shall be closed within seventy-two (72) hours. The term “repeatedly” shall mean your failure to complete all medical records following receipt of a warning letter sent directly to you mandating that you complete all medical records within a specified time period.

D000877

CONFIDENTIAL

Andrew Porges, MD
 December 8, 2020
 Page 3 of 6

CONFIDENTIAL

- You engage in conduct which, in the good faith determination of NYU Langone Health has had or may be expected to have a detrimental effect upon the reputation, character or standing of NYU Langone Health.

For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by you in bad faith or without a reasonable belief that your action or omission was in the best interest of NYU Langone Health. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether NYU Langone Health learns of it before or after terminating your employment.

In addition to the foregoing, your employment, faculty appointment, and this agreement may be terminated as a result of your retirement, disability or death. Disability shall be defined to mean that as a result of a physical or mental impairment, you are unable to perform the essential functions set forth in this agreement, with or without a reasonable accommodation, for a period of one hundred and eighty (180) calendar days in any twelve (12) month period².

2. **Compensation**: Your compensation during the Renewal Term shall be as follows:

Percent of Effort Summary

MISSION	% EFFORT	COMPENSATION³
Clinical	90%	\$358,000
Education Leadership	0%	\$
Research	0%	\$
Administration/Leadership	10%	\$42,000
<i>Medical Director , NYU Langone Ambulatory Care – Lake Success</i>		
TOTAL EFFORT:	100%	\$400,000

Salaries may be adjusted each year, based on merit unless otherwise outlined in this letter, which includes relative productivity and contributions to NYU Langone Health as reflected in your accomplishments related to research, teaching, and/or clinical

² Application of the termination provision related to disability shall occur only after engagement in the interactive process and consideration of reasonable accommodation requests in accordance with federal, local and state regulations.

³ The maximum salary (excluding any incentive compensation) on which benefits are based for eligible clinical faculty shall not exceed \$275,000 annually.

D000878

CONFIDENTIAL

Andrew Porges, MD
 December 8, 2020
 Page 4 of 6

CONFIDENTIAL

activities. Any portion of a salary funded by a Faculty Group Practice or any H+H Affiliate is not eligible for annual NYU Grossman School of Medicine increases as these salaries are reviewed separately based on productivity and other measures, and in the case of affiliation-funded salaries, are subject to the terms of the Affiliation Agreement.

Compensation will be paid to you on the basis of activities which you perform as set forth herein. With respect to each activity, compensation shall be paid provided that you perform your obligations. In the event you do not perform, or are relieved from performance, of any obligation set forth herein, at NYU's discretion, your compensation may be reduced proportionately.

3. Employment Status:

Employment Title: Staff Physician

Employment Status: Full Time

4. Clinical Expectations: Schedule A, Section VII (c) is hereby deleted and replaced with the following:

c) FGP Expectations:

- i. You will continue to continue to provide clinical patient care in the specialty of rheumatology on a full time basis.
- ii. Your annual Clinical Compensation of **Three Hundred Fifty Eight Thousand Dollars (\$358,000)** shall be contingent upon your maintaining a level of productivity as measured by work RVUs ("wRVUs") which is **6,250 wRVUs** annually ("wRVU Target")⁴.
- iii. If your actual annual productivity is greater than the wRVU Target, you will receive, as incentive compensation, 1% of your Clinical Compensation for every 1% your actual productivity exceeds the wRVU Target ("Incentive Compensation"). For example, if your actual annual productivity is 6,875 wRVUs or 10% greater than the wRVU Target, you will receive **Thirty Five Thousand Eight Hundred Dollars (\$35,800)** as incentive compensation.
- iv. If your actual annual productivity is at least 95% of the wRVU Target or 5,938 wRVUs, there will be no change to your Clinical Compensation.
- v. If your actual annual productivity is below 95% of the wRVU Target, your Clinical Compensation will be reduced by 1% for every 1% your actual productivity is below 95% of the wRVU Target. For example, if your actual productivity is 5,625 wRVUs or 90% of the wRVU Target, your

⁴ The parties agree that your wRVUs shall be calculated based upon medically necessary services for which NYU Langone Health may seek reimbursement.

D000879

CONFIDENTIAL

Andrew Porges, MD
December 8, 2020
Page 5 of 6

CONFIDENTIAL

Clinical Compensation will be reduced by 5% or **Seventeen Thousand Nine Hundred Dollars (\$17,900)**.

5. As of the Effective Date, your administrative leadership appointment as Clinical Director of Ambulatory Rheumatology in Long Island will cease.
6. Except as otherwise set forth herein, all other terms outlined in the Agreement remain in full force and effect.

Your employment continues to be subject to all policies and practices of NYU Langone Health and New York University as stated in the New York University Faculty Handbook and other policy documents of the NYU Grossman School of Medicine in effect at the time of signing this renewal, and as modified from time to time, as well as all applicable laws, rules and regulations.

Sincerely yours,



Jill P. Buyon, MD
Director, Division of Rheumatology

December 21, 2020
Date



Steven B. Abramson, MD
Chair, Department of Medicine

December 23, 2020
Date



Andrew W. Brotman, MD
Executive Vice President and Vice Dean
for Clinical Affairs and Strategy
Chief Clinical Officer

December 23, 2020

Date

D000880

CONFIDENTIAL

Andrew Porges, MD
December 8, 2020
Page 6 of 6

CONFIDENTIAL

Please sign and date below and return within two (2) weeks of the date set forth on the first page of this letter. If an executed agreement is not received by NYU within two (2) weeks of the date of this letter, the terms set forth herein are withdrawn unless extended in writing by NYU.

Andrew J Porges MD

December 23, 2020

Andrew Porges, MD

Date

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